

3BL MEDIA, Inc

Terms of Use

(Updated November 10, 2021)

I. Scope of Use - Limitations.

3BL Media, Inc. ("3BL Media") delivers purpose-driven communications for the world's leading companies through our distribution, leadership and editorial platforms to inspire and support global sustainable business. As such, the use of our websites and electronic content distribution is limited to the submission of electronic content in predetermined multiple media formats for distribution via a variety of methods and technologies.

To use any one or more services provided by 3BL Media, including, but not limited to content distribution services, including, but not limited to Internet clips, press releases, blogs, webcasts, podcasts, social media updates, and other electronic media and message formats, tracking and reporting or other services that may be offered by 3BL Media (collectively referred to as the "Services"), you must first agree to these Terms of Use. You may not use the Services if you do not accept these Terms of Use (hereinafter referred to as "Terms" or "Agreement"). You can accept the Terms by:

(A) clicking to accept or agree to the Terms, to the extent this option is or may in the future be made available to you by 3BL Media for any Service; or

(B) by actually using the Services. In this case, you understand and agree that 3BL Media will treat your use of the Services as a deemed acceptance of the Terms.

By utilizing our Services, you agree not to use the Services for any other purposes, including, without limitation, to store, aggregate, reproduce or distribute information available through our Services in any manner or to compete directly or indirectly with 3BL Media; to interfere with or disrupt the operation of the Services or the networks or servers connected to the Services in any manner; to impersonate any customer, client, person or entity of any nature or otherwise

misrepresent your affiliation with any person or entity; to upload, post or otherwise transmit any content that infringes on any intellectual property rights of any third party (including without limitation any trademarks, trade names, patents, logos or the like) or is otherwise unlawful or offensive; to harass or otherwise harm 3BL Media or any other person or entity; or to engage in commercial activities of any kind without prior written consent of 3BL Media.

Any unauthorized use of the 3BL Media Services may result in termination of all rights to use the Services and the pursuit by 3BL Media of all legal and equitable remedies provided by law.

3BL Media reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all content from any Service or content submission. For some of the Services, 3BL Media may provide tools to filter out sexually explicit or offensive content. You understand that by using the Services you may be exposed to content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

II. Warranty Disclaimer

EXCEPT FOR ANY EXPRESS WARRANTY SET FORTH HEREIN, 3BL MEDIA MAKES NO, AND DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE AND WARRANTIES OF UNINTERRUPTED OR ERROR-FREE PERFORMANCE OF PRODUCTS OR SERVICES. ALL THIRD-PARTY MATERIALS AND INFORMATION PROVIDED BY 3BL MEDIA ARE PROVIDED "AS-IS" WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

III. Limitation of Liability

You agree that 3BL Media will not be held liable for any improper or incorrect use of the Services or the materials associated with the Services by you, and 3BL Media assumes no responsibility for any user's activities on the Services or for the inaccuracy of any content on the Services. In no event will 3BL Media be liable for any punitive, consequential, direct, indirect, incidental, special, exemplary or consequential damages, including, without limitation, procurement of substitute goods or services, loss of use, data or profits, or business interruption, arising in any way out of the use of (or inability to use) the Services or the inaccuracy of any content associated with the Services, however caused, under any theory of liability. This disclaimer of liability applies to any damages or injury under any cause of action, including, without limitation, those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus or bug, communication line failure, theft, destruction or alteration of or unauthorized access to the Services. Some jurisdictions may not allow the exclusion of liability for incidental or consequential damages, so some or all of the above exclusions or limitations may not apply to you. Links to third-party websites are for your convenience only, and their inclusion with the Services does not imply any endorsement, guarantee, warranty or representation by 3BL Media.

IV. Intellectual Property

3BL Media's Services, the names "3BL Media", "TriplePundit", "CSRwire", "ReportAlert", "3BL Professional", "3BL Forum", "Brands Taking Stands", and "100 Best Corporate Citizens" as well as any variations of the aforementioned terms, i.e. "3BLMedia.com" and all materials associated with the Services, including, without limitation, all other trademarks, trade names and logos associated with the Services, are protected by intellectual property laws including without limitation copyright, trademark, service marks, patents or other proprietary rights and laws. Except as specifically permitted in this Agreement, the Service Agreement or by express written consent of 3BL Media, you may not use the Services, or the material associated with the Services in any other manner.

V. Use of Services by Minors

3BL Media is not intended for and should not be used by anyone under the age of 18. 3BL Media complies with the Children's Online Privacy Protection Act and does not permit registration or use by anyone under the age of 13.

VI. State Law/Legal Rights

This Agreement shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Massachusetts without regard for any conflicts of laws principles. Any dispute arising under or related in any way to these Terms of Use shall be adjudicated in a court of competent jurisdiction in the County of Hampden, Massachusetts.

You agree that if 3BL Media does not exercise or enforce any legal right or remedy which is contained in the Terms (or which 3BL Media has the benefit of under any applicable law), this shall not be construed in any manner to be a formal waiver of 3BL Media's rights and that those rights or remedies will still be available to 3BL Media.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

VII. Privacy and Personal Information

For information about 3BL Media's data protection practices, please read 3BL Media's Privacy Policy. This policy explains how 3BL Media treats your personal information and protects your privacy when you use the Services.

VIII. Subscriptions and Renewal

For all 3BL Media Services, any fees, terms and deliverables, other than those outlined in these Terms of Use are specified on the 3BL Media Service Order you executed. All purchases are non-cancellable unless otherwise specified.

For clients purchasing our subscription Services – 3BL Professional and 3BL Basic – the Initial Term shall automatically renew for a Renewal Term unless either party

has served a written cancellation notice. A courtesy notice of upcoming automatic renewal will be sent to you by e-mail detailing the right to cancel or modify services, and any changes to the fees or services for the Renewal Term. The absence of a reply to the automatic renewal e-mail notification will be considered acceptance of the terms of the renewal subscription. To be valid, written cancellation notice must be submitted no later than thirty (30) days prior to the expiry of the Initial Term or the then-current Renewal Term.

IX. Amendment to Terms of Use

3BL Media reserves the right to make changes to these terms and conditions at any time and for any reason by posting a notice on its home page. All such changes will become effective 10 business days after posting of such notice. Your continued use of the Services after the date such changes become effective will constitute your acceptance of the changes and your agreement to be legally bound by any modifications or amendments to these Terms of Use.

X. Notices pertaining to these Terms of Use may be sent to:

3BL Media, Inc.
136 West Street, Suite 104
Northampton, MA 01060